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Counsel to the Fire Victim Trustee

Counsel to the Subrogation Wildfire Trust

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

-and-

**PACIFIC GAS AND
ELECTRIC COMPANY,**

Debtors.

Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER ON THE PRODUCTION OF
CERTAIN CLAIMS INFORMATION**

[NO HEARING REQUESTED]

- ☐ Affects PG&E Corporation
- ☐ Affects Pacific Gas and Electric Company
- ☒ Affects Both Debtors

*All papers shall be filed in the Lead Case,
No. 19-30088 (DM)

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 The Subrogation Wildfire Trust (the “**Subrogation Trust**”) and the PG&E Fire Victim Trust
3 (the “**FV Trust**”) (each of the foregoing referred to herein as a “**Party**” or, collectively, as the
4 “**Parties**”) established pursuant to the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan*
5 *of Reorganization Dated June 19, 2020* (as may be further modified, amended, or supplemented from
6 time to time, and together with all exhibits and schedules thereto, the “**Plan**”), confirmed by an order
7 entered on June 20, 2020 [Docket No. 8053] (the “**Confirmation Order**”) by the United States
8 Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”) hereby reach the
9 following Stipulated Confidentiality Agreement and Protective Order on the Production of Certain
10 Claims Information (the “**Stipulated Agreement**”), which shall become effective as of the date it is
11 entered (the “**Effective Date**”) by the Bankruptcy Court in the above-captioned bankruptcy cases (the
12 “**Bankruptcy Cases**”).¹
13
14

15 **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE**
16 **ORDER ON THE PRODUCTION OF CERTAIN CLAIMS INFORMATION**

17 WHEREAS, pursuant to paragraph 18(a) of the Confirmation Order, section 6.7(a) of the Plan
18 and the PG&E Fire Victim Trust Agreement (the “**FV Trust Agreement**”), the Fire Victim Trust
19 shall, among other tasks described in the Plan or the FVT Trust Agreement, “administer, process,
20 settle, resolve, liquidate, satisfy, and pay all Fire Victim Claims”;

21 WHEREAS, pursuant to paragraph 18(i) of the Confirmation Order, section 6.7(a) of the Plan,
22 section 2.6 of the FV Trust Agreement and sections I and XII.A of the Fire Victim Claims Resolution
23 Procedures (the “**FV CRP**”), the trustee of the Fire Victim Trust (the “**FV Trustee**”) asserts that he
24 must consider “Available Insurance Recoveries” as such term is defined in Section 2.6(a) of the FV
25 Trust Agreement;
26
27
28

¹ Capitalized terms used but not specifically defined herein shall have the meanings set forth in the Plan.

1 WHEREAS, the FV Trustee asserts that he must obtain information regarding “Available
2 Insurance Recoveries” in order to satisfy his obligations under the Confirmation Order, the Plan and
3 the FV Agreement to administer, process, settle, resolve, liquidate, satisfy, and pay all Fire Victim
4 Claims;

5 WHEREAS, section 2.1(a) of the FV Trust Agreement provides the FV Trustee with “the
6 power to take any and all actions that in the judgment of the [FV] Trustee are necessary or proper to
7 fulfill the purposes of the [FV] Trust, including, without limitation, each power expressly granted in .
8 . . . Section 2.1 [of the FV Trust Agreement], and power reasonably incidental thereto and any trust
9 power now or hereafter permitted under the laws of the State of Delaware”;

10 WHEREAS, pursuant to paragraph 17(a) of the Confirmation Order, section 6.4(a) of the Plan
11 and the Subrogation Claims Declaration of Trust (“**Subrogation Trust Agreement**”), the Subrogation
12 Trust shall, among other tasks described in the Plan or the Subrogation Trust Agreement, “administer,
13 process, settle, resolve, liquidate, satisfy, and pay all Subrogation Wildfire Claims”;

14 WHEREAS, section 2.3 of the Subrogation Trust Agreement provides the Trustee
15 (the “**Subrogation Trustee**”) with all powers necessary to implement the provisions of the
16 Subrogation Trust Agreement and “the Plan relating to the Subrogation Trust, in accordance with the
17 Plan, Confirmation Order, . . . [Subrogation Trust Agreement], and applicable law, including the
18 power to execute any agreement or other document consistent with the terms thereof”;

19 WHEREAS, pursuant to section 2.9 of the Subrogation Trust Agreement, the Subrogation
20 Trustee is required to “hold strictly confidential and not use for personal gain or for any purpose other
21 than carrying out the duties of the [Subrogation] Trustee any non-public information of or pertaining
22 to any Subrogation Trust Beneficiary or their insureds to which any of the Aggregate Subrogation
23 Recovery relates or of which the [Subrogation] Trustee has become aware in the [Subrogation]
24 Trustee’s capacity as [Subrogation] Trustee, including, but not limited to, the contents of the
25 Allocation Agreement, except as otherwise required by law. . . .”;

1 WHEREAS, the Subrogation Trustee is in possession of non-public information relating to
2 Subrogation Wildfire Claims provided to it by Subrogation Trust Beneficiaries;

3 WHEREAS, prior to the effective date of the Subrogation Trust, certain information relating
4 to insurance recoveries with respect to Fire Victim Claims was provided to the then-Proposed Trustee
5 for the FV Trust (who is now the FV Trustee) or to BrownGreer PLC (“**BrownGreer**”) as his
6 designee, with such disclosures subject to a protective order filed with and so-ordered by the
7 Bankruptcy Court (Docket Nos. 6597 and 6622) that referenced certain case management orders
8 issued by the Superior Court of the State of California (including Docket No. 62814473 in *In re*
9 *California North Bay Fire Cases*, JCCP No. 4955) (the “**Protective Orders**”);
10

11 WHEREAS, the Subrogation Trustee, in consultation with the Subrogation Trust Advisory
12 Board for the Subrogation Trust, has determined that it is appropriate to provide the information
13 identified in the attached **Exhibit A** to the FV Trust in accordance with the Subrogation Trust
14 Agreement, the FV Trust Agreement, the Plan, and subject to similar safeguards as set forth in the
15 Protective Orders to protect the confidentiality of information relating to Fire Victim Claims and the
16 Subrogation Trust Beneficiaries and their insureds (the “**Claims Information**”) to the fullest extent
17 required respectively by the Subrogation Trust and the FV Trust, and subject to providing the
18 Subrogation Trust Beneficiaries an opportunity to raise objections to disclosure of their respective
19 Claims Information;
20
21

22 WHEREAS, the Parties anticipate that the disclosure of the Claims Information will follow a
23 similar structure utilized by the FV Trust during the bankruptcy case; and

24 WHEREAS, the Parties agree to protect and preserve the confidentiality of the Claims
25 Information disclosed pursuant to this Stipulated Agreement, and that such Claims Information is
26 being provided strictly for the sole purpose of settling, resolving, liquidating, satisfying, or paying
27 individual Fire Victim Claims in accordance with the Confirmation Order, the Plan and the FV Trust
28 Agreement.

1 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth
2 herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby
3 acknowledged, the Parties hereto agree as follows:

4 1. The Parties agree that the use and disclosure of the Claims Information by the
5 FV Trust shall be strictly limited to the sole purpose of settling, resolving, liquidating, satisfying, or
6 paying individual Fire Victim Claims in accordance with the Confirmation Order, the Plan and the
7 FV Trust Agreement. The FV Trust shall not use or disclose, and shall not permit its representatives,
8 officers, directors, employees, agents, consultants and counsel to use or disclose, the Claims
9 Information for any other purpose, including for the purpose of asserting any claim, litigation, or
10 dispute against the Subrogation Trust; *provided, however*, that the FV Trustee and at his or her
11 direction, his or her employees, consultants, counsel and agents, may use or disclose Claims
12 Information in the Bankruptcy Court or any court of competent jurisdiction in connection with the
13 enforcement of this Stipulated Agreement, provided that the FV Trustee initially moves to seal the
14 information with all parties' rights to subsequently move to unseal the Claims Information reserved.
15

16 2. The Parties agree that the Subrogation Trust's disclosure of the Claims
17 Information in accordance with the provisions of this Stipulated Agreement is conditioned on the
18 Court entering an Order that approves the Stipulated Agreement and determining there is a reasonable
19 and compelling need for such use and disclosure that outweighs any privacy interest the Fire Victims
20 may have in the Claims Information.
21

22 3. (a) For each Fire Victim for whom Claims Information is sought and for
23 which a unique tracker number has been assigned based on a match to a related Subrogation Wildfire
24 Claim(s), the FV Trust will provide the unique tracker number² to the Subrogation Trust and then,
25 subject to the objection process set forth herein, the Subrogation Trust will identify and provide to the
26
27

28

² The term "unique tracking number," as used herein, generally refers to the tracking number assigned to a Fire Victim by Berger Kahn ALC.

1 FV Trust the Claims Information set forth in Exhibit A for the specified Fire Victims. For all
2 unmatched Fire Victims, the Subrogation Trust will provide BrownGreer, as designee of the FV Trust,
3 with access to the following data so that BrownGreer can attempt to match the Fire Victims to an
4 applicable Subrogation Wildfire Claim: name of insured, address of property, policy number, claim
5 number, and type of policy. If BrownGreer asserts a match of a Fire Victim to a Subrogation Wildfire
6 Claim, then BrownGreer will provide the Subrogation Trust and Berger Kahn ALC with a group ID
7 for the Fire Victim and such other information as the Subrogation Trust may request to verify the
8 match. If the Subrogation Trust confirms the match by itself or through the assignment of a unique
9 tracking number by Berger Kahn ALC, then it will, subject to the objection process set forth herein,
10 provide to the FV Trust the available Claims Information set forth in Exhibit A for the specified Fire
11 Victims.
12

13
14 (b) All information provided by the Subrogation Trust to BrownGreer
15 pursuant to the foregoing paragraph 3(a) shall be restricted to a “BrownGreer Eyes Only” basis.
16 BrownGreer shall safeguard the information in accordance with paragraph 7 of this Stipulated
17 Agreement and maintain the information in strict confidence. BrownGreer may use the information
18 provided by the Subrogation Trust solely for the purpose of matching Fire Victims to Subrogation
19 Wildfire Claims. Prior to the Subrogation Trust providing any information to BrownGreer, the FV
20 Trust shall provide to the Subrogation Trust an acknowledgement signed by BrownGreer in
21 accordance with paragraph 10 of this Agreement.
22

23 4. The Subrogation Trust shall provide notice to a Subrogation Trust Beneficiary
24 upon receiving a request from the FV Trust for Claims Information relating to that Subrogation Trust
25 Beneficiary. The Subrogation Trust Beneficiary will have fourteen (14) business days to notify the
26 Subrogation Trustee and the FV Trustee of any objection to the Subrogation Trust’s disclosure of the
27 beneficiary’s Claims Information to the FV Trust in accordance with this Stipulated Agreement. In
28 the absence of an objection by a Subrogation Trust Beneficiary to the request for disclosure, the

1 Subrogation Trust shall proceed to disclose the beneficiary's Claims Information responsive to the
2 request to the FV Trust without providing further notice to the beneficiary. If the Subrogation Trust
3 Beneficiary notifies the trustees of an objection to the request for disclosure, the FV Trust will
4 negotiate in good faith with the beneficiary to reach a mutually acceptable resolution. If the FV Trust
5 and the objecting Subrogation Trust Beneficiary are unable to reach a mutually acceptable resolution
6 within five (5) business days of the objection notice, the Subrogation Trust Beneficiary must file an
7 objection in the bankruptcy case within three (3) business days. The Subrogation Trust Beneficiary
8 will be responsible for pursuing its objection and bear its own costs and expenses; the Subrogation
9 Trust shall not be involved in the objection other than as a nominal party. If the Subrogation Trust
10 Beneficiary fails to file an objection in the bankruptcy case within the applicable time period, the
11 Subrogation Trust shall proceed to disclose the beneficiary's Claims Information responsive to the
12 request to the FV Trust without providing further notice to the beneficiary.
13
14

15 5. The FV Trust will treat as strictly confidential any and all Claims Information
16 received from the Subrogation Trust or any agent thereof, regardless of the form in which such
17 information is provided and whether such information has been furnished before, on or after the date
18 hereof.

19 6. For purposes of this Stipulated Agreement, "Claims Information" shall include
20 any and all information included in or derived from the Claims Information provided or made
21 available to the FV Trust by the Subrogation Trust or a Subrogation Trust Representative,³ including
22 without limitation, claim or claimant-specific information such as name, property information and the
23 amount of the claim paid or submitted.
24

25 7. The FV Trust shall exercise reasonable and appropriate care with regard to the
26 storage and custody of the Claims Information and employ reasonable administrative, physical and
27

28 ³ "Subrogation Trust Representative" is defined for the purposes of this Stipulated Agreement to mean any trustee, officer, consultant, agent, attorney, and/or any other individual or entity duly authorized to act on behalf of the Subrogation Trust.

1 technical controls to ensure that the confidential nature of the Claims Information is maintained and
2 to protect the Claims Information from any prohibited or unauthorized disclosure, access, acquisition,
3 use, misappropriation, or misuse. Such controls shall be no less than the standards as applied to the
4 FV Trust's own confidential and/or proprietary information and data. The Parties shall use methods
5 of transmitting Claims Information that are reasonably intended to safeguard the confidentiality of the
6 Claims Information, such as utilizing a secure portal or encrypted email. Nothing in this Stipulated
7 Agreement diminishes or alters the rights and duties of the Parties under any other agreements,
8 stipulations, court orders, rules, laws or other obligations with respect to safeguarding the
9 confidentiality of the Claims Information.
10

11 8. Subject to the conditions provided for herein including in Paragraph 10, the FV
12 Trustee may disclose Claims Information to its officers, directors, employees, agents, representatives,
13 professionals, and/or counsel who require the Claims Information solely for the purpose set forth in
14 Paragraph 1 of this Stipulated Agreement.
15

16 9. The FV Trust may disclose to an individual plaintiff who is a holder of a Fire
17 Victim Claim and/or its counsel such Claims Information as relates to the respective individual
18 plaintiff. A Fire Victim Claim holder and/or its counsel shall only be able to access Claims
19 Information related to its own claim and shall not be able to access the Claims Information related to
20 the claim of any other Fire Victim Claim holder.
21

22 10. The FV Trust may disclose Claims Information only to the FV Trustee and to
23 such other person(s) or entity(ies) as the FV Trust determines in good faith must receive the Claims
24 Information (the "**FV Trust Designees**"), subject to the additional exception in paragraph 1 herein in
25 respect of the enforcement of this Stipulated Agreement, strictly for the sole purpose of the FV Trust
26 administering, processing, settling, resolving, liquidating, satisfying, or paying individual Fire Victim
27 Claims in accordance with the FV Trust Agreement, and provided that the FV Trust has informed
28 such other person or entity of this Stipulated Agreement and, prior to disclosure of Claims

1 Information, provides to the Subrogation Trust a copy of the Representative Receiving Party's
2 Confidentiality Acknowledgement and Agreement set forth in the attached **Exhibit B** signed by that
3 person or entity. For the avoidance of doubt, the Official Committee of Tort Claimants in these
4 bankruptcy cases and the Fire Victim Trust Oversight Committee shall not be provided with any
5 access to the Claims Information.
6

7 11. The Subrogation Trust and Subrogation Trustee make no representations or
8 warranties with respect to the accuracy or completeness of any Claims Information provided pursuant
9 to this Stipulated Agreement.

10 12. The FV Trust acknowledges and understands that it will receive Claims
11 Information from the Subrogation Trustee that was reported to the Subrogation Trust for purposes
12 related to Subrogation Wildfire Claims and that the Claims Information was not created for the
13 purpose for which it will be used by the FV Trust. Accordingly, there may be inaccuracies or
14 inconsistencies in the data, including how data is reported, collected or confirmed among different
15 Subrogation Trust Beneficiaries. To the extent the FV Trust and FV Trustee choose to rely on the
16 Claims Information, they acknowledge that the Subrogation Trust and Subrogation Trustee are not
17 responsible for that decision.
18

19 13. Should, by any willful or reckless act by the FV Trustee, his representatives, or
20 the FV Trust Designees, any Claims Information be shared with any third party other than as permitted
21 in this Stipulated Agreement, the FV Trust and the FV Trustee agree to hold harmless the Subrogation
22 Trust and the Subrogation Trustee and its officers, affiliates, employees, representatives, and
23 authorized agents.
24

25 14. Nothing in this Stipulated Agreement diminishes, alters, waives, prejudices, or
26 impacts the FV Trustee's rights to seek information directly from any third party, including without
27 limitation any Subrogation Trust Beneficiary, or to use any information obtained from any third party,
28 including any Subrogation Trust Beneficiary. For the avoidance of doubt, the FV Trust shall not have

1 any indemnification obligations herein related to the use of information provided by a Subrogation
2 Trust Beneficiary or any other third party.

3 15. In the event that the FV Trust learns that there has been or is a threatened
4 unauthorized disclosure, access, acquisition, use, or misappropriation of the Claims Information, the
5 FV Trust shall notify the Subrogation Trust within twenty-four hours of discovering the incident or
6 threatened incident and reasonably cooperate with the Subrogation Trust in investigating and
7 addressing any response required for such incident.
8

9 16. If the FV Trust and/or any of its representatives receives a subpoena or other
10 validly issued administrative or judicial process demanding any Claims Information, the FV Trust
11 shall (a) take all reasonable and lawful steps to preserve the confidentiality of the Claims Information,
12 including requesting that the Claims Information not be disclosed to non-parties or the public; (b) give
13 the Subrogation Trust immediate written notice of such request or requirement so that it may seek, at
14 its sole cost and expense, an appropriate protective order or other remedy; (c) reasonably cooperate to
15 obtain such protective order; and (d) to the extent not in violation of law, not furnish any Claims
16 Information until the Subrogation Trust has had the opportunity to seek a protective order or other
17 remedy. In the event that such protective order or other remedy is not obtained, the FV Trust (or such
18 other persons to whom such request is directed) will furnish only that portion of the Claims
19 Information which, on the advice of the FV Trust's counsel, is legally required to be disclosed and
20 use its reasonable best efforts to obtain assurances that confidential treatment will be accorded such
21 information.
22
23

24 17. Any modification, waiver, or amendment of any provision of this Stipulated
25 Agreement must be in writing and signed by the Parties hereto, and no waiver of any term or breach
26 of this Stipulated Agreement shall be deemed a waiver of such term for the future or any subsequent
27 or other breach hereof. Any failure or delay by any Party to exercise any right under this Stipulated
28 Agreement shall not constitute any waiver thereof; or preclude the future exercise of the same under

1 this Stipulated Agreement or otherwise. This Stipulated Agreement, and the terms hereof, shall be
2 binding upon each of the Parties hereto, and each of their respective successors and assigns.

3 18. The Parties agree that all Claims Information made available by the
4 Subrogation Trust under this Stipulated Agreement (including information derived from the Claims
5 Information) must be returned to the Subrogation Trust or destroyed within 90 days of a certification
6 by the FV Trustee of the completion of the FV Trustee's administration activities with respect to the
7 FV Trust. Such destruction shall be done in a secure manner such that the Claims Information has
8 been rendered unreadable, unusable, and inaccessible.

10 19. The Parties agree that irreparable damage would occur and money damages
11 would not be a sufficient remedy for any breach of this Stipulated Agreement and that in addition to
12 all other remedies it may be entitled to, each Party shall be entitled to seek specific performance and
13 injunctive or other equitable relief as a remedy for any such breach or threatened breach.

15 20. If any provision of this Stipulated Agreement, or the application thereof to any
16 person, entity, place or circumstance, shall be held by a court of competent jurisdiction to be invalid,
17 unenforceable or void, the remainder of this Stipulated Agreement and such provision as applied to
18 other persons, entities, places or circumstances shall remain in full force and effect.

19 21. The Court shall retain jurisdiction to hear and determine all matters arising from
20 or related to the implementation, interpretation, or enforcement of this Stipulated Agreement,
21 including any objections filed by the Subrogation Trust Beneficiaries.

23 22. Notices hereunder shall be sent for overnight mail, email, or certified mail,
24 return receipt requested, addressed to:

26 (a) If to the Subrogation Trust:

27 Subrogation Wildfire Trust
28 Attn: Terrence S. Brody
Ankura Consulting Group, LLC
485 Lexington Ave., 10th Floor

New York, NY 10017
(212) 818 1555
Email: Terrence.Brody@ankura.com

With a copy to:

Edwin J. Harron, Esq.
Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
(302) 571 6703
Email: eharron@ycst.com

(b) If to Fire Victim Trust:

Hon. John K. Trotter (Ret.), Trustee
Cathy Yanni, Administrator
PG&E Fire Victim Trust
Two Embarcadero Center, Suite 1500
San Francisco, CA 94111
Email: jtrotter@fvtadmin.com
Email: cyanni@fvtadmin.com

With a copy to:

David J. Molton, Esq
Eric R. Goodman, Esq.
Brown Rudnick LLP
Seven Times Square
New York, NY 10036
(212) 209 4822
Email: dmolton@brownrudnick.com
Email: egoodman@brownrudnick.com

SO STIPULATED AND AGREED:

SUBROGATION WILDFIRE TRUST

By: /s/ Terrence S. Brody
Terrence S. Brody on behalf of Ankura
Consulting Group, LLC, as Trustee

Dated: December 1, 2020

WILDFIRE VICTIM TRUST

By: /s/ Hon. John K. Trotter
Hon. John K. Trotter (Ret.), as Trustee

Dated: December 1, 2020

EXHIBIT A

Data Fields for Matching of Claims Information

- Insurance underwriting company
- Insurance claim number
- Insurance policy number
- Policy type / line of business
- Date of loss
- Cause of loss
- Name of the Fire that Impacted the Insured
- Insured name (first, last, business)
- Loss location full address (street, city, zip, etc.) – each location if multiple locations and how indemnity payments relate to loss location if available
- Claim status (open, closed, etc.)
- Indemnity amounts paid by available categories, including but not limited to:
 - Building / Appurtenant Structure / Debris Removal
 - Contents / Business Personal Property / Debris Removal
 - Added Living Expense / Business Interruption, Loss of Use / Rent
 - Auto / Rental / Loss of Use / Tow / Storage
 - Indemnity Payment from Other Insurance Coverage
 - Other Insurance Coverage Description
- Unpaid case reserves (to the extent reported on a claimant-by-claimant basis)
- The date on which the foregoing information was last determined or updated

1 **EXHIBIT B**

2 **REPRESENTATIVE RECEIVING PARTY'S CONFIDENTIALITY**
3 **ACKNOWLEDGEMENT AND AGREEMENT**

4 _____ (the "Representative Receiving Party") states that
5 (Name of Entity)

6 its relationship with the FV Trust is: _____
7 _____

8 The Representative Receiving Party represents and acknowledges that it has (i) received a copy of
9 that certain Stipulated Confidentiality Agreement and Protective Order on the Production of Certain
10 Claims Information (the "**Stipulated Agreement**"), dated December 2, 2020, regarding the
11 confidentiality of Trust claims information, entered into by and among the Subrogation Wildfire Trust
12 ("**Subrogation Trust**") and PG&E Wildfire Victim Trust ("**FV Trust**") and so-ordered by the
13 Bankruptcy Court on _____, 2020, and (ii) carefully read and understands the provisions of
14 the Stipulated Agreement.
15

16 The Representative Receiving Party hereby agrees as follows:

17 (a) The Representative Receiving Party shall be bound by the terms of the Stipulated
18 Agreement to the same extent as if they were a party thereto;

19 (b) The Representative Receiving Party shall notify FV Trust or Subrogation Trust within
20 twenty-fours of discovering that any of the Claims Information has been disclosed, accessed,
21 acquired, used, or misappropriated in a manner or by a person that is not authorized under the
22 Stipulated Agreement; and

23 (c) The Subrogation Trust is a third-party beneficiary to this Representative Receiving
24 Party's Confidentiality Acknowledgment and Agreement with standing and authority to enforce the
25 confidentiality provisions herein and seek any and all relief under applicable law, including, but not
26 limited to, the right to seek and obtain injunctive relief.
27
28

(Representative Receiving Party Name)

26 By: _____ Date: _____
27
28